IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

GENERAL TOOLS & INSTRUMENTS, LLC,

               Plaintiff,

    v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE "A,"

               Defendants.

Case No. 20-cv-01036

Judge Jorge L. Alonso

<u>Declaration of Lijia Chen</u>

DECLARATION OF LIJIA CHEN

I, Lijia Chen, declare and state as follows:

1. This declaration is based upon my personal knowledge of the facts stated herein or on business records that were made at the time or in the regular course of business. If called as a witness, I could and would testify to the statements made herein.

2. I am a trademark attorney at the law office Beijing NTD Law Office, located in Beijing, China. I graduated from Renmin University of China with an LLM degree in 2013, and from Southwest University of Political Science and Law with a Bachelor of Laws in 2010. I have extensive experience in counseling clients on a full range of trademark and copyright law issues, including anti-counterfeiting matters, advising on unfair competition, trade secret, advertising, social media, and e-commerce law, and litigating intellectual property cases. I reside in Beijing, China, and I am fluent in both Chinese and English.

3. I created an online seller account at Amazon.com ("Amazon"). Attached hereto as **Exhibit 1** are true and correct copies of screenshots I took illustrating the registration process for an Amazon seller account.

4. To begin account set up, I clicked on the hyperlink "I want to open overseas online store" (translated). *See* Figure 1 below, Exhibit 1 at p. 2. I was navigated to a page showing options for registration of an Amazon account in various regions, including North America.

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5.   When creating the account, I agreed with the Amazon Services Business Solutions Agreement. **Exhibit 2** attached hereto is a true and correct copy of the Amazon Services Business Solutions Agreement. According to the Agreement, "[t]he version of this Agreement in English is the definitive legal version. A translation into Chinese is available for your ease of reference."

6.   Article S-2.1 of the Amazon Services Business Solutions Agreement provides that the seller will "source, offer, sell and fulfill Your Seller-Fulfilled Products, and source and, offer and sell your Amazon-Fulfilled Products, in each in accordance with the terms of the applicable Order Information, this Agreement, and all terms provided by you or us and displayed on the applicable Amazon Site at the time of the order and be solely responsible for and bear all risk for those activities."

7.   I accessed an article on Amazon's Seller Central on "Configuring shipping rates and restrictions." **Exhibit 3** is a true and correct copy of this article.

8.   The article in Exhibit 3 describes how to use "Shipping settings to set the default shipping service levels you will use for orders you ship to buyers." Specifically, from the "Account
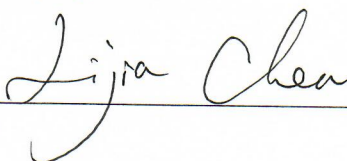
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Information" page for the Amazon account, I can click on "Shipping Settings" from the "Shipping and Returns Information" section. I can use the "Shipping settings" feature to customize the regions I ship to and the service levels I support for each region. I can choose from seven regions to ship to, and I can select from two pre-defined shipping service levels.

9. After navigating to a "Shipping Model" section and clicking "Edit," in "Select the Regions and Service Levels You Support" page, I can check or uncheck the boxes to enable or disable regions and service levels.

10. After completing the above, I would be able to view my "Shipping Rates" table. If I had selected the "Continental U.S." region, it would appear in this table.

11. The above process can be completed as a default shipping service levels for all orders that will be shipped. Additionally, shipping options for specific products can be set by editing the details for one product at a time.

12. When discussing "shipping regions, shipping service levels, and service level agreements," Amazon provided the warning "[i]f you cannot commit to the delivery in the SLA for a given region and category of service, then do not enable that region and category of service." Exhibit 3 at p. 8.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this the 24th day of March 2021 at Beijing, China.

_____Lijia Chen_____
Lijia Chen